



**STATE OF MISSOURI
OFFICE OF THE SECRETARY OF STATE
LIBRARY DEVELOPMENT
REQUEST FOR QUOTATION**

RFQ NO.: NA
TITLE: Libraries and Community Engagement
ISSUE DATE: February 25, 2015

REQUISITION: NA
REQUESTOR: Debbie Musselman
FAX NO.: (573) 751-2679
E-MAIL: debbie.musselman@sos.mo.gov

RETURN BID RESPONSE NO LATER THAN: March 20, 2015

RETURN BID RESPONSE TO:

**LIBRARY DEVELOPMENT
OFFICE OF THE SECRETARY OF STATE
600 WEST MAIN STREET, ROOM 302
JEFFERSON CITY MO 65102**

CONTRACT PERIOD: DATE OF AWARD THROUGH SEPTEMBER 30, 2015

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Office of the Secretary of State
Attn: Mailroom
600 W. Main Street
Jefferson City, MO 65101

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request For Quotation. The bidder further agrees that the language of this document shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Office of the Secretary of State or when this document is countersigned by an authorized official of the Office of the Secretary of State, a binding contract shall exist between the bidder and the Office of the Secretary of State.

MUST BE SIGNED TO BE VALID

AUTHORIZED SIGNATURE (PRESENTER'S NAME, OR COMPANY, IF COMPANY IS BIDDING)		DATE
PRINTED NAME		TITLE
COMPANY NAME (If applicable)		
MAILING ADDRESS (USE PERSONAL ADDRESS FOR INDIVIDUAL, COMPANY ADDRESS ONLY IF COMPANY IS ENGAGED AS PRESENTER)		
CITY, STATE, ZIP		
VENDOR NO. OR SOCIAL SECURITY NUMBER OF INDIVIDUAL PRESENTER		FEDERAL EMPLOYER ID NO. (If applicable)
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY THE OFFICE OF THE SECRETARY OF STATE AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
BUYER/PROCUREMENT OFFICER	DATE	EXECUTIVE DEPUTY SECRETARY OF STATE

Request for Quotation

This is a Request for Quotation for four (4) workshops to be held in Missouri in August 2015, and three (3) live webinars to be held in September 2015, to be recorded and archived, sponsored by the Office of the Secretary of State, Missouri State Library (SOS/MOSL). Bids submitted in response to this Request for Quotation must include all four (4) workshops, the webinars, and rights to link to the recorded webinars and a *Libraries and Community Engagement* toolkit for use by Missouri public library personnel.

The deadline for responding to this Request for Quotation is: 3:00 p.m. on March 20, 2015.

All responses must be received by the deadline date and time in the Office of the Secretary of State, Attn: Debbie Musselman, Library Development, Missouri Information Center, 600 W. Main Street, Jefferson City, MO 65101, (573) 751-2679, E-mail: debbie.musselman@sos.mo.gov, FAX: (573) 751-3612. Responses may be faxed, e-mailed, hand delivered, or mailed.

Background Information

The SOS/MOSL will hold four (4), Public Libraries and Community Engagement workshops for library directors, library staff and other library leaders of public libraries in Missouri. The goal of these workshops is to instruct attendees in the knowledge and skills needed to help their libraries have a greater impact and relevance in the communities they serve through effective community engagement.

The SOS/MOSL will hold three (3), Public Libraries and Community Engagement related webinars for library directors, library staff and other library leaders of public libraries in Missouri. The goal of these webinars is to instruct attendees in the knowledge, tools and resources needed to help their libraries have a greater impact and relevance in the communities they serve.

Participants

The SOS/MOSL cannot guarantee an exact number of attendees. All numbers quoted herein are approximate. However, it is estimated that no more than 50 participants will be in attendance for the onsite workshops and 100 participants for the webinars. Attendees will be personnel and trustees from public libraries in both rural and urban settings.

Performance Requirements

1.0 Scope of Work -

1.1 Workshops

- 1.1.1 Style of presentation should offer a mix of lecture, screen or actual visuals (PowerPoint, slides, or hand-held displays), discussion with participants and small group hands-on activities. If/when PowerPoint is used; it should be used as a supplemental tool. Presenters are expected to interact with the audience through group activities and exercises, provide opportunities for group discussion where appropriate, and provide time for questions and responses. PowerPoint/slides may be used to illustrate points but the presentation must include explanation and discussion of each topic beyond the scripted

visuals. Handouts of the PowerPoint/slide presentations may be distributed as aids to note taking and to give participants concrete examples to take home from the workshop.

The inclusion of a toolkit that participants can use as a guide in developing and facilitating local community conversations is mandatory. This toolkit must be available for distribution at the workshop and webinar, but also made available as a resource on the Missouri State Library Resources page. Presenters who have experience in this area should make that clear in the response to this Request for Quotation.

2.0 Presentation Information

The information below should be included for each session.

2.1 Workshop Information

Actual workshop locations are to be determined. The plan is to have one workshop held in replicated in four quadrants of Missouri: West-Central, South-Central, Central, and East Central

Workshop #1

Topic: Public Libraries and Community Engagement
When: August – date to be negotiated
Times: 9:30 AM to 3:30 PM with a 45-minute lunch and two 15-minute refreshment breaks (4 hours and 45 minutes content, 6 hours with lunch and breaks)
Where: Saint Louis Area
Audience: Public library and trustees personnel from rural and urban libraries.

Workshop #2

Topic: Public Libraries and Community Engagement
When: August – date to be negotiated
Times: 9:30 AM to 3:30 PM with a 45-minute lunch and two 15-minute refreshment breaks (4 hours and 45 minutes content, 6 hours with lunch and breaks)
Where: Mid-Missouri Area
Audience: Public library and trustees personnel from rural and urban libraries.

Workshop #3

Topic: Public Libraries and Community Engagement
When: August – date to be negotiated
Times: 9:30 AM to 3:30 PM with a 45-minute lunch and two 15-minute refreshment breaks (4 hours and 45 minutes content, 6 hours with lunch and breaks)
Where: Springfield Area
Audience: Public library and trustees personnel from rural and urban libraries.

Workshop #4

Topic: Public Libraries and Community Engagement
When: August – date to be negotiated

Times: 9:30 AM to 3:30 PM with a 45-minute lunch and two 15-minute refreshment breaks (4 hours and 45 minutes content, 6 hours with lunch and breaks)

Where: Kansas City Area

Audience: Public library and trustees personnel from rural and urban libraries.

General Description of Services:

The vendor will present an identical workshop in each of the four (4) workshop sites.

By way of presenter led discussion and group activities, the following must be addressed:

- Build momentum and a common consensus of what community engagement means and how it can help libraries better serve their communities;
- Steps in planning and implementing an engagement process that will help identify and address existing and emerging needs of the community, including how to facilitate effective community conversations;
- Potential barriers to engagement and how to overcome them;
- How to communicate with stakeholders to encourage participation in the process through traditional mechanisms such as what is needed for an effective press release, but also how to use social media tools to reach the desired audience;
- Guidance on how to identify, develop and nurture effective partnerships to help implement the vision;

By the end of this workshop participants will demonstrate an increase in knowledge and skills in the following areas:

- The definition of community engagement and the benefits thereof;
- The steps in planning and implementing effective and meaningful engagement;
- What potential barriers they are to successful engagement and how to overcome them;
- How to effectively communicate with stakeholders through traditional and contemporary avenues to encourage participation in the community engagement process;
- How to identify, develop and sustain effective partnerships to implement the vision.

Participants: The SOS/MOSL cannot guarantee an exact number of attendees. All numbers quoted herein are approximate. However, it is estimated that approximately 20 to 50 participants will be in attendance at each location.

The following schedule and requirements shall apply:

- Provide to the State Library, by July 1, 2015, a detailed list of all equipment and participant supplies necessary for workshop activities.
- The vendor shall consult with the State Library to ensure that the content of the Presenter's educational program is appropriate for the intended audience, discuss workshop content in consultation with the appropriate State Library consultant in a planning session, and provide an approved workshop agenda by July 1, 2015

- Provide by July 27, 2015, to the State Library, camera-ready copy for any handouts to be used by the Presenter if copies are needed.
- Secure permission for the use and duplication of any copyrighted materials used in the presentation.

Performance Requirements

3.0 Scope of Work

3.1 Webinars

- 3.1.1 Style of presentation should offer a mix of lecture, PowerPoint style presentation, questions, chat, and polls during the online discussion with attendees. PowerPoint will be used as a primary presentation tool. The presenter is expected to interact with the audience by answering questions posed at specific breaks in the presentation and address those entered into chat during the Q&A session at the end of the webinar. The PowerPoint/slide presentations and handouts may be distributed during or after the webinar as aids to note taking.

4.0 Presentation Information

The information below should be included for each session.

4.1 Webinar Information

Webinar #1: Public Libraries and Community Engagement, Part 1

Topic: Effective Community Engagement

When: One (1) session, to be held in September – date to be negotiated

Times: 90 minutes, time of day to be determined

Where: Go To Training Webinar will be hosted by the Missouri State Library

Audience: Library directors, library staff and other library leaders of public libraries in Missouri.

Goal: The goal of this webinar is to instruct attendees in the knowledge and skills needed to help their libraries have a greater impact and relevance in the communities they serve through effective community engagement.

General Description of Services:

Through this webinar, the vendor will build momentum and a common consensus of what community engagement means and how it can help libraries better serve their communities; provide steps in planning and implementing an engagement process that will help identify and address existing and emerging needs of the community; and identify potential barriers to engagement and how to overcome them;

By the end of this webinar, participants will demonstrate an increase of knowledge in the following areas:

- The definition of community engagement and the benefits thereof;
- The steps in planning and implementing effective and meaningful engagement;
- What potential barriers they are to successful engagement and how to overcome them.

Participants: The SOS/MOSL cannot guarantee an exact number of attendees. All numbers quoted herein are approximate. However, it is estimated that approximately 50 to 100 participants will be in attendance at each webinar.

Webinar #2: Public Libraries and Community Engagement, Part 2

Topic: Communicating with Stakeholders
When: One (1) session, to be held in September – date to be negotiated
Times: 60 minutes, time of day to be determined
Where: Go To Training Webinar will be hosted by the Missouri State Library
Audience: Library directors, library staff and other library leaders of public libraries in Missouri.
Goal: The goal of this webinar is to instruct attendees in the knowledge, skills and resources needed to effectively community with stakeholders to encourage participation in the community engagement efforts through traditional and contemporary avenues, including how to facilitate effective community conversations.

General Description of Services:

In this webinar the vendor will instruct attendees in how to effectively communicate with stakeholders to encourage participation in the community engagement process through traditional mechanisms such as how to craft an effective press release, but also utilizing social media tools.

By the end of this webinar participants will demonstrate an increase of knowledge in the following areas:

- How to reach stakeholders through traditional communication avenues;
- How to reach stakeholders through social media;
- How to facilitate effective community conversations.

Participants: The SOS/MOSL cannot guarantee an exact number of attendees. All numbers quoted herein are approximate. However, it is estimated that approximately 50 to 100 participants will be in attendance at each webinar.

Webinar #3: Public Libraries and Community Engagement, Part 3

Topic: Developing Effective Partnerships
When: One (1) session, to be held in September – date to be negotiated
Times: 60 minutes, time of day to be determined
Where: Go To Training Webinar will be hosted by the Missouri State Library
Audience: Library directors, library staff and other library leaders of public libraries in Missouri.
Goal: The goal of this webinar is to instruct attendees in how to turn a stakeholder into a partner in implementing the vision.

General Description of Services:

In this webinar the vendor will instruct attendees in how to identify, develop and sustain partnerships to help implement the vision.

By the end of this webinar participants will demonstrate an increase of knowledge in the following areas:

- How to identify, develop and sustain partnerships to implement the vision.

Participants: The SOS/MOSL cannot guarantee an exact number of attendees. All numbers quoted herein are approximate. However, it is estimated that approximately 50 to 100 participants will be in attendance at each webinar.

The following schedule and requirements shall apply:

- The vendors shall consult with the State Library and provide approved webinar agendas by August 24, 2015;
- Provide to the State Library consultant a copy of any questions for attendees, handouts, and a copy of the final presentation by August 31, 2015.

5.0 Timeline*

Date	Activity
March 20, 2015	Bids due to MSOS
March 27, 2015	Contract awarded
May 1, 2015	Workshop dates and locations confirmed.
July 1, 2015	Workshop agenda confirmed with SOS/MOSL consultant. Provide a detailed list of all participant supplies and equipment necessary for workshops activities.
July 27, 2015	Electronic (preferred) or paper masters for workshop handouts to SOS/MOSL. Vendor must obtain permission to reprint any copyrighted materials and supply permission statement to SOS/MOSL with master.
August 2015	Regional workshops held
August 24, 2015	Webinar 1-3 approved agendas due
August 31, 2015	Questions for attendees, handouts and final presentation for webinars
September 2015	Webinars 1, 2 and 3 held
September 30, 2015	End of contract period; deadline to submit payment request to SOS/MOSL

6.0 Standard Contractual Language

6.1 Contract Price:

All prices shall be as indicated on the Pricing Page. The SOS/MOSL shall not be liable for any other additional costs including but not limited to taxes, shipping charges insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

6.2 Contract Documents:

6.2.1 The SOS/MOSL reserves the right to clarify any contract term in writing with the concurrence of the contractor prior to the award of the contract, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFQ or the contractor's response. In all other matters not affected by the written clarification, if any, the RFQ shall govern. The contractor is cautioned that his/her response shall be subject to acceptance without further clarification.

6.2.2 To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the remainder of the contract shall be in full force and effect.

6.2.3 If a conflict exists between the wording in the materials submitted in a vendor's addendum and the RFQ, the RFQ wording shall prevail.

6.3 Cancellation: Cancellation of this Agreement shall terminate all obligations and liabilities of the parties pursuant to the Agreement.

6.3.1 By the State Library: The State Library may cancel this Agreement:

- (a) By providing the Presenter with written notice of cancellation, at any time for a failure by the Presenter to fulfill the Presenter's obligations under this Agreement. The State Library shall determine if the Presenter has fulfilled the Presenter's obligations under this Agreement.
- (b) By providing the Presenter with written notice of cancellation, if sufficient funds through the LSTA are not available. The State Library shall determine if sufficient funds through the LSTA are available.
- (c) By providing the Presenter with written notice of cancellation, no later than 10 business days prior to the workshop/webinar, if sufficient registrations are not received for attendees to the workshop/webinar. The Presenter shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to that effective date of termination. The State Library will determine just and equitable compensation.

- (d) With not less than twenty-four (24) hours' notice to the Presenter, in a manner that is reasonably practical under the circumstances, due to weather, environmental or other emergency conditions that could compromise the safety of the program's participants. The Presenter shall be entitled to receive just and equitable compensation for work completed pursuant to the Agreement prior to the effective date of cancellation. The State Library shall determine the just and equitable compensation.
- (e) Without cause by providing written notice to the Presenter not less than thirty (30) calendar days prior to event. The Presenter shall be entitled to receive just and equitable compensation for work completed pursuant to the Agreement prior to the effective date of cancellation. The State Library shall determine the just and equitable compensation.

Nothing contained in the above paragraph is intended to allow the State Library to cancel the Agreement without cause for the purpose of holding the training with another presenter.

Should the State Library exercise its right to cancel this Agreement, the cancellation shall become effective upon the date specified in the notice of cancellation.

- 6.3.2 By the Presenter: The Presenter may cancel this Agreement with not less than twenty-four (24) hours' notice to the State Library, in a manner that is reasonably practical under the circumstances, for reasons of unavoidable illness or calamity.

6.4 Liabilities

- 6.4.1 The contractor agrees that the SOS/MOSL shall not be liable for any damages or costs or injury incurred by the contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return and/or installation of equipment by the contractor, except as otherwise provided in the contract.
- 6.4.2 The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms of this contract. In addition to the liability imposed upon the contractor on account of personal injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the SOS/MOSL, including its agents, employees, and assigns, from every expense (including attorney's fees), liability, or payment arising out of such negligent act. The contractor also agrees to hold SOS/MOSL, including its agents, employees, and assigns, harmless for any negligent act or omission by the subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract and indemnifies the SOS/MOSL for all costs, expenses (including attorney fees), damages and payment.

6.5 Insurance: The contractor shall understand and agree that SOS/MOSL cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity set out in the contract or any activity of the contractor's employees related to the contractor's performance under the contract. The contractor shall acquire and maintain adequate insurance in the form(s) and amount(s) sufficient to protect the SOS/MOSL, its employees, and the general public against any such loss, injury, damage, and/or expense.

6.6 Coordination of Activities: The contractor shall fully coordinate all contract activities with the SOS/MOSL. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the SOS/MOSL throughout the effective period of the contract.

6.7 Buy Missouri Preference: By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

6.8 Terms and Conditions: The contractor agrees to the attached State of Missouri Terms and Conditions, which, by this reference, is incorporated herein.

7.0 BID SUBMISSION INFORMATION

7.1 Submission of Bids

7.1.1 To facilitate the evaluation process, the bid proposal shall include:

- Brief outline of workshop and webinars plan, including a sample of hands-on small group activities for the workshop.
- Available dates – The contractor shall be available on the dates as specified in this RFQ. Please see dates indicated in 2.1 Workshop Information – When and 4.1 Webinar Information – When.
- Description and estimated cost of any supplemental education materials, such as books or other media, to be provided for workshop/webinar participants.
- Presenter fee must be a firm, fixed amount for all costs for development and presentation of the workshop and webinars including personal travel arrangements.
- Contact information for three references for whom similar training was provided for quotes over \$3,000 and one reference for quotes under this amount.

7.2 The signed page one from the original RFQ and all signed amendments should be placed at the beginning of the bid.

7.3 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

8.0 Evaluation and Award Process

- 8.1 After determining that a bid response satisfies the mandatory requirements stated in the Request for Quotation, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid response in accordance with the evaluation criteria stated below:

Cost.....	60%
Experience and Expertise.....	40%

- 7.2 After an initial screening process, a question and answer conference may be conducted with the bidder, if deemed necessary by the SOS/MOSL.

9.0 Evaluation of Cost

- 9.1 The objective evaluation of cost shall be based upon the prices stated on the Pricing Page.

10.0 Evaluation of Bidder's Experience and Expertise

- 10.1 Experience and reliability of the bidder's organization are considered subjectively in the evaluation process. Therefore, the bidder is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFQ. Experience includes, but is not limited to, volunteer presentations, pro-bono presentations, and other paid or non-paid presentation groups.
- 10.2 Substitution of proposed presenters is subject to prior approval of SOS/MOSL.
- 10.3 The bidder should provide the following information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this RFQ:
- 10.3.1 Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - 10.3.2 Dates of the service/contract; and
 - 10.3.3 A brief, written description of the specific prior services performed and requirements thereof.
- 10.4 The above information may be shown on the form attached as Exhibit A to this RFQ or in a similar manner.

11.0 Post-Bid Requirements

- 11.1 Following award of bid, the successful bidder must develop and discuss workshop and webinar content in consultation with the State Library's consultant. Workshop and

webinar content will be adapted to suit the project audience as described by the State Library.

- 11.2 Any workshop or webinar handouts **must** be submitted to the State Library by the deadline specified on the timeline unless permission to submit at a later date is granted by the consultant managing the project.

12.0 MBE/WBE Certification:

- 12.1 Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification is required to be considered as eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the Office of Purchasing and Materials Management's Internet website and download an application at <http://www.oa.state.mo.us/purch/mmbe/mbewbeapplic.html> or contact MBE/WBE Purchasing Program at 800-592-6019 or email heyern@mail.oa.state.mo.us.

_____ MBE _____ WBE _____ Both

13.0 Bidder Compliance

- 13.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Missouri Office of the Secretary of State. The compliance to conduct business in the state shall include but may not be limited to:
- Registration of business name (if applicable)
 - Certificate of authority to transact business/certificate of good standing (if applicable)
 - Taxes (e.g., city/county/state/federal)
 - State and local certifications (e.g., professions/occupations/activities)
 - Licenses and permits (e.g., city/county license, sales permits)
 - Insurance (e.g., worker's compensation/unemployment compensation)
- 13.2 In accordance with Section 34.040.6 RSMo, the Office of the Secretary of State is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. The bidder awarded this contract must be compliant and will be asked to submit a Missouri Department of Revenue "No Tax Due Certificate".

In order to expedite the final award process, the bidder has the option to complete this process prior to the award. You may obtain a “Vendor No Tax Due” certificate by contacting the Missouri Department of Revenue, Division of Taxation & Collection, P.O. Box 366, Jefferson City, MO 65105-3666. You may also call (573) 751-9268, fax (573) 522-1160, or email taxclearance@dor.mo.gov.

However, compliance will not be a factor in evaluating the response to this RFQ.

PRICING PAGE

Bid submitted in response to this Request for Quotation must include all four workshops and all three webinars.

Description of Service	Price
Honorarium inclusive of all travel and workshop/webinar related expenses	Flat fee price per line item
<i>Four live workshops held in August 2015</i>	\$
<i>Three webinars held in September 2015 with permission to archive for later viewing</i>	\$
<i>One Libraries and Community Engagement toolkit for distribution at the workshop and webinars and for posting on the Missouri State Library Resources page.</i>	
Total	\$

Brief outline of workshop plan and webinar plan, including a sample of hands-on small group activities. Attach a separate sheet, if necessary.

**For more information contact:
John Stegmann, Procurement Officer**

**573-751-3964
FAX: 573-522-6289**

EXHIBIT A**PRIOR EXPERIENCE**

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience. The bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered. Three references are required for bids over \$3,000.

Bidder Name:	
Reference Information (Prior Services Performed For)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services:	
Description of Prior Services Performed	

PRIOR EXPERIENCE

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience. The bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered. Three references are required for bids over \$3,000.

Bidder Name:	
Reference Information (Prior Services Performed For)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services:	
Description of Prior Services Performed	

PRIOR EXPERIENCE

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience. The bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered. Three references are required for bids over \$3,000.

Bidder Name:	
Reference Information (Prior Services Performed For)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services:	
Description of Prior Services Performed	

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR QUOTATION

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Quotation (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFQ or to a contract.
- c. **Attachment** applies to all forms which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Target Date and Time** and similar expressions mean the deadline required by the RFQ for the receipt of bids.
- e. **Bidder** means the person or organization that responds to an RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an RFQ and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFQ for the bidder to complete and submit with the bid prior to the specified target date and time.
- j. **Request for Quotation (RFQ)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the bidder with the bid prior to the specified bid target date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the RFQ specifically refers the bidder to another contact. Such e-mail, fax, or phone communication should be received at least five calendar days prior to the official bid target date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than five calendar days prior to the RFQ target date may not be answered.

- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The DPMM reserves the right to officially amend or cancel an RFQ after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire RFQ carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the RFQ, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFQ.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFQ.
- h. Bids, including all prices therein, shall remain valid for 90 days from bid target date unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted either by a hard copy delivered or faxed to the DPMM office. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Delivered or faxed bids should be received in the DPMM office prior to the target time and date specified in the RFQ.
- b. The envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official target date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official target date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official target date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders delivering or faxing a hard copy bid to DPMM must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mail no-bid notifications shall be accepted.

6. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all bidders fail to meet the same mandatory requirement in an RFQ, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation will be considered open records pursuant to section 610.021, RSMo.
- k. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by DPMM.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

9. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the State's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

10. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

11. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

12. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

13. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

15. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

17. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

21. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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